## 8TH DAY GYM DROP IN WAIVER

Full Name	Email Address		Gender
Street Address	City	Province/Region	Zipcode
Country	Date of Birth		

**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at 8Th Day Gym-CrossFit. I, the undersigned acknowledge that I have no physical impairments or illnesses that will endanger myself or others.



**Release:** In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at 8th Day Gym-CrossFit. I, the undersigned hereby release 8th Day Gym-CrossFit, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of 8th Day Gym-CrossFit their principals, agents, employees, and volunteers.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of-all risks that may be created, directly or indirectly, by any such condition.

I consent to the use of my image in photographs, motion pictures or recordings taken at 8th Day Gym-CrossFit for use in advertising, marketing or promotion.

If I am signing on behalf of a minor child, I also give full permission for any person connected with 8th Day Gym-CrossFit to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by 8th Day Gym-CrossFit. Therefore, the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless 8th Day Gym-CrossFit, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by 8th Day Gym-CrossFit.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reason able bargain. I have read and understood this document and I agree to be bound to its terms.

$\ \square$ I agree to these terms.	
Sign your name below:	
	Please read the <u>Electronic Records and Signature Disclosure</u> T agree to use electronic records and signatures